

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Emilio DeSimone, Project Manager, Capital Projects, (954) 797-1085

PREPARED BY: Emilio DeSimone

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE EXISTING CONTRACT WITH CPZ ARCHITECTS FOR MISCELLANEOUS ARCHITECTURAL SERVICES. (tabled from June 17, 2009)

REPORT IN BRIEF: The Town Council previously approved the selection of CPZ Architects as one of the two firms the Town would be entering into contracts with by Resolution R-2007-99 and executed the contract by Resolution R-2007-166. Staff is recommending extending the original contract for one (1) additional two (2) year term from the date of this resolution. The terms and costs shall remain the same.

PREVIOUS ACTIONS: Resolutions R-2007-99 and R-2007-166. At the June 17, 2009 Council meeting, this item was tabled to July 29, 2009.

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? Yes

If yes, expected cost: \$ Dependent on the number of work assignments.

Account name and number: Various Capital Improvement Program Accounts.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Extension letter, Previous Resolution, CPZ & Acai Data Sheets

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
APPROVING AN EXTENSION OF THE EXISTING CONTRACT
WITH CPZ ARCHITECTS, INC. FOR MISCELLANEOUS
ARCHITECTURAL SERVICES.

WHEREAS, the Town of Davie authorized the Mayor to execute a contract with
CPZ Architects, Inc. to perform miscellaneous architectural services by Resolution R-
2007-166; and

WHEREAS, staff negotiated a master contract with CPZ Architects, Inc. which
establishes hourly rates to be charged for all projects; and

WHEREAS, as the need arises, CPZ Architects, Inc. will be required to enter into
a Memorandum of Understanding with the Town to authorize the work for each
described scope of services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF DAVIE, FLORIDA.

SECTION 1. The Town Council approves an extension of the existing contract
with CPZ Architects, Inc. for miscellaneous architectural services for an additional two
(2) year term, and the terms and costs shall remain the same.

SECTION 2. Upon expiration of this contract, these services will be re-bid.

SECTION 3. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2009



• DAVIE, FLORIDA 33314
PHONE: 954.797. • FAX: 954.797. • WWW.DAVIE-FL.GOV

June 1, 2009

Chris Zimmerman
CPZ Architects, Inc.
4310 W. Broward Blvd.
Plantation, FL. 33317

Dear Chris:

The current Town of Davie contract with you for Miscellaneous Architectural Services is scheduled to expire on June 20, 2009. The contract terms allow for one (1) additional two (2) year extension by mutual agreement of the parties.

This letter is sent to express the desire of the Town of Davie to extend the contract for the one (1) additional two (2) year term. Please advise your position regarding said extension no later than Tuesday, June 1st, 2009.

The Town of Davie purchasing procedures requires Council action on contract extensions. Therefore, a positive response from you regarding the extension is required to extend this agreement through June 20, 2011.

Should you have any questions concerning this matter, please call me at (954) 797-1085. Thank-you for your cooperation and prompt response.

If you accept the extension to the Contract please sign and mail back to Town of Davie, Capital Projects 6901 Orange Drive, Davie, FL. 33314.

Sign:  Date: 6-2-09
Chris P. Zimmerman

Sincerely,



Emilio DeSimone, Project Manager, Capital Projects

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Emilio DeSimone/954-797-1085
PREPARED BY: Emilio DeSimone/954-797-1085
SUBJECT: Resolution

AFFECTED DISTRICT: N/A

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECTS, INC. FOR MISCELLANEOUS ARCHITECTURAL SERVICES.

REPORT IN BRIEF: The Town solicited proposals for firms to provide continuing miscellaneous architectural services. The Town Council approved the selection of CPZ Architects, Inc. as one of two firms that the Town would be entering into contracts with by Resolution R-2007-99. Staff negotiated with CPZ Architects as directed by Resolution R-2007-99 and presents the attached contract for execution by the Mayor. This master contract will establish an hourly rate schedule that will be the basis of pricing for all projects. As work assignments are identified, the Public Works/Capital Projects Director or his designee will negotiate a Memorandum of Understanding defining the scope of work to be completed and the price for this work. All Memorandums of Understanding will be executed administratively. The initial term of this contract is two (2) years with options to extend the contract for an additional two (2) year term by mutual agreement of the parties. Contract extensions, if appropriate will be handled administratively by staff subject to budgetary approval by Town Council.

PREVIOUS ACTIONS: Resolution R-2007-99.

CONCURRENCES: This contract was negotiated by the Procurement Manager and the Public Works/Capital Projects Director. The contract has been reviewed by the Town Attorney's office.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: dependent on the number of work assignments

Account Name: Various Capital Improvement Program Accounts

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution
Master Agreement
Corporation information
W9
Exhibit "A" Hourly Rates

RESOLUTION NO. R-2007-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECTS, INC. FOR MISCELLANEOUS ARCHITECTURAL SERVICES.

WHEREAS, the Town Council approved the selection of CPZ Architects, Inc. to perform miscellaneous architectural services by Resolution R-2007-99; and

WHEREAS, staff negotiated a master contract with CPZ Architects, Inc. which establishes hourly rates to be charged for all projects; and

WHEREAS, as the need arises, CPZ Architects, Inc. will be required to enter into a Memorandum of Understanding with the Town to authorize the work for each described scope of services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with CPZ Architects, Inc. for miscellaneous architectural services which is attached hereto and identified as Attachment "A".

SECTION 2. The Town Council of the Town of Davie does hereby authorize the appropriate staff members to approve the Memorandum of Understanding for services which are derived from the rate structure of this master agreement and limited by the provisions of "continuing services" as defined by F.S.S. 287.055.

SECTION 3. The initial term is two (2) years with an option to extend the contract for an additional two (2) year term by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by the Town Council.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

**AGREEMENT BETWEEN THE TOWN OF DAVIE
AND CPZ ARCHITECTS, INC.
FOR MISCELLANEOUS ARCHITECTURAL SERVICES**

THIS AGREEMENT, made and entered into the ____ day of ____, 2007, by and between:

TOWN OF DAVIE, FLORIDA
a municipal corporation
6591 Orange Drive
Davie, Florida 33314

(hereinafter referred to as "TOWN") and

CPZ ARCHITECTS, INC.

4316 West Broward Boulevard

Plantation, FL. 33317

(hereafter referred to as "CORPORATION")

WHEREAS, the Town issued a Request for Proposal (B-07-16) for Miscellaneous Architectural Services; and

WHEREAS, the intent of the Town staff is to recommend multiple awards to the Town Council and establish a list of qualified firms; and

WHEREAS, the recommended firms will provide professional services for projects that do not exceed \$1,000,000.00 in basic construction cost or \$50,000.00 for a planning or study activity pursuant to the "continuing services" Section 287.055, Florida Statutes; and

WHEREAS, the Town Council approved staff's recommendation by Resolution R-2007-99 and authorized the Town Administrator or his designee to negotiate contracts for such services;

NOW, THEREFORE, in consideration of the benefits provided by CORPORATION to the citizens of Davie and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council and shall terminate two (2) years from that date. However, either party may terminate this Agreement by providing a thirty (30) calendar days written notice. The TOWN shall have the option to renew this Agreement for one (1) additional two (2) year terms upon the same terms, conditions and limitations imposed hereby.

Section 3. SCOPE OF SERVICES

3.01 CORPORATION acknowledges that its firm is on a list of architectural firms to be considered by the Town to provide professional services for projects that do not exceed \$1,000,000.00 in basic construction cost or \$50,000.00 for a planning or study activity pursuant to the "continuing services" Section 287.055, Florida Statutes.

3.02 CORPORATION will conduct services as outlined in the TOWN'S RFP B-04-80. CORPORATION will be required to provide experienced professional service in all architectural/engineering disciplines.

3.03 CORPORATION acknowledges that from time to time TOWN will contact CORPORATION to perform a specified scope of work. All work to be performed by CORPORATION must be authorized by the TOWN, with such authorization containing additional information, terms and conditions related to the specific project.

3.04 CORPORATION will enter into a Memorandum of Understanding or Scope of Services letter with TOWN for the "Authorization of Work" for each required scope of service to be completed by CORPORATION.

Section 4. CONSIDERATION

4.01 Should TOWN request services from CORPORATION at an hourly rate, such services shall be provided in accordance with the price schedule, which is inclusive of all fees and expenses, including travel and other direct expenses. Said price schedule is attached hereto and incorporated herein as Exhibit "A". CORPORATION may submit a revised Exhibit "A" for consideration by TOWN during the term of the Agreement; however, CORPORATION may only submit a revision once during any twelve month period.

4.02 Should TOWN request services from CORPORATION, as a fixed fee, services shall be provided in accordance with an agreed upon lump sum fixed fee which will be included in the Memorandum of Understanding or Scope of Services letter. Those fixed fees shall be inclusive of all fees and expenses including travel and other direct expenses.

4.03 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the CORPORATION'S services and include expenses incurred by the CORPORATION and CORPORATION'S employees and consultants directly related to the Project, as identified in the following Clauses:

(a) reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service. However, reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service for the purpose of the CORPORATION'S internal checking and coordination within his / her firm or checking and coordination with their consultants shall not be reimbursable expenses.:

(b) renderings, models, and mock-ups requested by the TOWN:

(c) out of town travel and subsistence in connection with the project, only if approved in advance by the TOWN in writing

(d) geotechnical testing and soils reports, if authorized by the TOWN

- (e) other similar direct Project-related expenditures as approved by the TOWN in advance.
- (f) e-mails, FAX transmittals and telephone communications with the TOWN for the purpose of communicating regarding the work performed under this contract shall not be reimbursable.

4.04 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates shall be submitted to the TOWN or the TOWN'S authorized representative along with billings for same.

4.05 Payments are due and payable thirty (30) days from the date of CORPORATION'S invoice. Payments shall be made per the requirements of the Florida Prompt Payment Act.

The CORPORATION may also choose to accept the TOWN'S Visa credit card for payment. This type of payment may be made immediately following acceptance by the TOWN.

Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.01 Timely review and comment on all work product submitted by CORPORATION and schedule all required meetings on a timely basis.

5.02 Other assistance as may be required by CORPORATION to complete required work authorized by TOWN.

Section 6. INSURANCE

6.01 Prior to commencing work, the CORPORATION shall provide TOWN with certified copies of all insurance policies providing coverage as required.

6.02 The CORPORATION shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Professional Liability Insurance** in an amount not less than \$1,000,000.00 per occurrence.

(b) **Worker's Compensation and Employer's Liability Insurance** for all employees of the CORPORATION engaged in work under the Agreement in accordance with the laws of the State of Florida. The CORPORATION shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(c) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence:

- 1) Premises and Operations;
- 2) Independent Contractors;
- 3) Products and Completed Operations;
- 4) Broad Form Property Damage;
- 5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;

- 6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- 7) Explosion, collapse, underground coverage (X - C - U)

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CORPORATION in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

6.03 ALL LIABILITY INSURANCE POLICIES EXCEPT PROFESSIONAL LIABILITY INSURANCE SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF DAVIE IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CORPORATION UNDER THE AGREEMENT. Professional Liability Insurance certificate shall list "Town of Davie" as "Certificate Holder". INSURANCE Companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail.

6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

6.05 The CORPORATION is required to submit a list of claims presently outstanding against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

Section 7. INDEMNIFICATION

7.01 GENERAL INDEMNIFICATION: The CORPORATION agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town, its officers, directors and employees (Collectively, Town) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the CORPORATION'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CORPORATION is legally liable. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28. Nothing in the Agreement shall be construed to benefit or grant any claim or cause of action to any third party.

7.02 PATENT AND COPYRIGHT INDEMNIFICATION: The CORPORATION agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement. Any and all work products produced during the term of this contract by CORPORATION shall be the sole property of the TOWN.

Section 8. TERMINATION AND DEFAULT

8.01 In the event CORPORATION shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, TOWN shall give written notice by certified mail, return receipt requested to CORPORATION of default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CORPORATION has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of TOWN, TOWN shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CORPORATION shall be liable for all procurement and reprourement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 TOWN shall have the right to terminate the Agreement, without cause, by giving written notice to CORPORATION of such termination and specifying the effective date thereof, at least thirty (30) calendar days prior to the effective date of termination.

Section 9. RECORDS AND AUDIT

9.01 TOWN reserves the right to audit the records of CORPORATION relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by TOWN. If required by TOWN, CORPORATION shall agree to submit to an audit by an independent certified public accountant selected by TOWN. CORPORATION shall allow TOWN to inspect, examine and review the records of CORPORATION at any and all times during normal business hours during the term of this Agreement.

Section 10. INDEPENDENT CONTRACTOR

10.01 It is understood and agreed that CORPORATION is and shall remain an independent contractor with respect to the services being performed by CORPORATION pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN.

Section 11. CONFLICT OF INTEREST

11.01 CORPORATION covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CORPORATION further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CORPORATION or its employees, must be disclosed in writing to TOWN.

11.02 CORPORATION is aware of the conflict of interest laws of Broward County and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.03 CORPORATION warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of his privilege.

Section 12. ASSIGNMENT

12.01 This is a personal services Agreement whereby TOWN has expressly retained CORPORATION. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the TOWN which consent can be arbitrarily withheld.

Section 13. COMPLIANCE WITH LAWS

13.01 CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

13.02 CORPORATION'S work product shall comply with all applicable Codes including but not limited to the Florida Building Code, latest edition, the Town of Davie's Land Development Code, and all other applicable Codes and standards.

Section 14. VENUE

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

Section 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. ENTIRE AGREEMENT

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. SEVERABILITY

18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in Conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. NOTICES

19.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

Section 20. RESTRICTIONS TO PUBLIC ACCESS TO PROJECT PLANS

20.01 The CORPORATION shall be advised that public access to project plans is now restricted, and plans are no longer subject to public records requests, as per Florida Statute F.S.119.07(3)(ee) which states:

"(ee) Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s.119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act of 1995 in accordance with s. 119.15, and shall stand repealed on October 2, 2007, unless reviewed and re-enacted by the Legislature."

Section 21 CHANGES IN SERVICES

21.01 Changes in Services of the CORPORATION, including services required of the CORPORATION'S consultants, may be accomplished after execution of the Memorandum of Understanding or Scope of Services letter, without invalidating the Memorandum of Understanding or Scope of Services letter, if mutually agreed in writing, if required by circumstances beyond the CORPORATION'S control, or if the CORPORATION'S services are affected as described as described below. In the absence of a mutual agreement in writing, the CORPORATION shall notify the TOWN prior to providing such services. If the TOWN deems that all or a part of such Change in Services is not

required, the TOWN shall give prompt written notice to the CORPORATION, and the CORPORATION shall have no obligation to provide those services. Except for a change due to the fault of the CORPORATION and his / her consultants, changes in services to the CORPORATION shall entitle the CORPORATION to an adjustment in compensation. If any of the following circumstances affect the CORPORATION'S services for the project, the CORPORATION shall be entitled to an appropriate adjustment in the CORPORATION'S schedule and compensation:

- (a). change in the instructions or approvals given by the TOWN that necessitate revisions in Instruments of Service;
- (b) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- (c) decisions of the TOWN rendered in conflict with previously reviewed and approved work;
- (d) significant changes in the project including, but not limited to, size, quality, complexity, the TOWN'S schedule or budget, or procurement method;
- (e) failure of performance on the part of the TOWN or the TOWN'S consultants or contractors.

TOWN: Procurement Manager
Town of Davie
6591 Orange Drive
Davie, Florida 33314

CORPORATION: Chris P. Zimmerman, AIA
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL. 33317

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

Witness:

Corporation

BY

Title

Date: _____

ATTEST:

TOWN OF DAVIE, a Florida
Municipal Corporation

Russell Muniz
Town Clerk

Tom Truex
Mayor

(Seal)

APPROVED AS TO FORM AND
CORRECTNESS:

Gary Shimun
Town Administrator

Jim Cherof
Town Attorney

DATE: _____

Florida Profit Corporation

CPZ ARCHITECT, INC.

Filing Information

Document Number P02000128253
FEI Number 571140055
Date Filed 12/02/2002
State FL
Status ACTIVE
Effective Date NONE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 05/27/2003
Event Effective Date NONE

Principal Address

4316 W BROWARD BLVD
PLANTATION FL 33317

Changed 05/01/2006

Mailing Address

4316 W BROWARD BLVD
PLANTATION FL 33317

Changed 05/01/2006

Registered Agent Name & Address

MODAS, DANIEL A
1215 SE 2 AVE #202
FT LAUDERDALE FL 33335 US

Officer/Director Detail

Name & Address

Title DP

ZIMMERMAN, CHRIS P
1961 SW 68 AVE
PLANTATION FL 33317

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2

Name (as shown on your income tax return)

CPZ Architects, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

4316 West Broward Boulevard

Requester's name and address (optional)

City, state, and ZIP code

Plantation, Florida 33317

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
5	7	1	1	4	0	0	5	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Chris Zimmerman
Digitally signed by Chris Zimmerman
DN: cn=Chris Zimmerman, c=US, o
= CPZ Architects, Inc.
Date: 2005.02.09 14:52:56 -0500

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation.

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company* (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Exhibit “A”
Hourly Rates**

Town of Davie,, Continuing Services

CPZ Architect’s Project Number #0703
June 5, 2007

Staff	Hourly Rate
Project Principal	\$150.00
Project Manager	\$125.00
Architectural Technician	\$100.00
Clerical	\$75.00
Computer Graphics / Rendering	\$110.00

Additional Items:

1. Above rates are for normal working hours from 8:00am to 5:00pm. If overtime hours are required and requested by the Client these rates will be increased by 1.5 times the rates shown above.
2. The above rates will be valid for a period one year from the date shown at the top of this page.
3. Charges for special services will be negotiated.

Vendor	Req #	PO#	Person Requesting	Services	Purpose	Amount Requested	Amount Spent
CPZ	38160	35155	Gio Moss	Generators		\$ 5,480.00	\$0.00
CPZ	38118	35114	Keith Pursell	Sunny Lake		\$ 85,500.00	\$0.00
CPZ	38083	35095	Keith Pursell	Van Kirk		\$ 90,750.00	\$0.00
CPZ	38011	35033	Emilio DeSimone	Pine Island MPC		\$ 18,000.00	\$13,451.60
CPZ	37956	34989	Gio Moss	Generators		\$ 83,950.00	\$46,400.00
CPZ	37902	34937	Keith Pursell	Betty Booth		\$ 34,000.00	\$0.00
CPZ	37850	34897	Gio Moss	Jennmar Bldg		\$ 7,366.00	\$5,875.00
CPZ	37651	34803	Police Dept	P.D. Lobby		\$ 22,500.00	\$15,500.00
CPZ	37539	34611	Keith Pursell	Van Kirk		\$ 20,000.00	\$17,435.00
CPZ	37535	34610	Keith Pursell	Sunny Lake		\$ 19,000.00	\$18,148.00
CPZ	37362	34444	Parks & Rec	P&R Admin Bldg		\$ 7,000.00	\$4,650.00
CPZ	37309	34412	Police Dept	P.D. Lobby		\$ 3,000.00	\$3,000.00
CPZ	37139	34311	Keith Pursell	Boat House		\$ 12,000.00	\$10,845.00
CPZ	36862	34024	Fire Department	Fire/PW Bldg		\$ 6,142.50	\$6,142.50

Totals	\$	414,688.50	\$141,447.10
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This is just the most recent purchase orders, going back 2.5 years

		NA as of				NA as of
ACAI	38259	6/19/09	Gio Moss	Potter Park	\$ 13,600.00	6/19/09

ACAI only has one recent requisiton entered in by Gio on 6/19/09

This information was obtained on 6/19/09

Reso#

Reso Title for CPZ

2009-019	AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND CPZ ARCHITECTS, INC. FOR THE EXPENDITURE OF 2005 DISASTER RECOVERY INITIATIVES GENERATORS FOR ESSENTIAL PUBLIC FACILITIES PROGRAM FUNDS IN THE TOTAL AMOUNT OF \$83,950 TO PROVIDE FOR DESIGN SERVICES FOR THE INSTALLATION OF EMERGENCY GENERATORS AT FIVE (5) TOWN ESSENTIAL PUBLIC FACILITIES.; AND PROVIDING AN EFFECTIVE DATE.
2008-249	SELECTING THE FIRM OF CPZ ARCHITECT, INC. TO DESIGN EMERGENCY GENERATORS FOR ESSENTIAL PUBLIC FACILITIES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.
2007-266	AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #2 WITH CPZ ARCHITECT, INC. FOR ADDITIONAL SERVICES FOR CONSTRUCTION ADMINISTRATION OF THE FIRE AND PUBLIC WORKS ADMINISTRATION BUILDING AS DESCRIBED IN THE ATTACHED CHANGE ORDER. (\$17,550)
2007-262	SELECTING THE FIRM OF CPZ ARCHITECT, INC. TO PROVIDE ARCHITECTURAL SERVICES FOR FIRE STATIONS 86 AND 68 AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.
2007-166	AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CPZ ARCHITECTS, INC. FOR MISCELLANEOUS ARCHITECTURAL SERVICES.
2007-099	SELECTING THE FIRM OF CPZ ARCHITECTS, INC. TO PROVIDE MISCELLANEOUS ARCHITECTURAL SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AGREEMENTS FOR SUCH SERVICES.
2007-018	APPROVING AN EXTENSION OF THE EXISTING CONTRACT WITH CPZ ARCHITECTS FOR MISCELLANEOUS ARCHITECTURAL SERVICES.

This is just the most recent resolutions

Reso#

Reso Title for ACAI

2008-293	SELECTING THE FIRM OF ACAI ASSOCIATES, INC. TO DESIGN AND LOCATE BUS SHELTERS AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.
2008-054	AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ACAI ASSOCIATES, INC. FOR MISCELLANEOUS ARCHITECTURAL SERVICES
2007-102	SELECTING THE FIRM OF ACAI ASSOCIATES, INC. TO PROVIDE MISCELLANEOUS ARCHITECTURAL SERVICES AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AGREEMENTS FOR SUCH SERVICES.

This is just the most recent resolutions